

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2012-022      New Hampshire Real Estate Commission & Thomas F. Nickels  
v. Stefanie Zouzoua, dba A-Z Properties

Allegations:            RSA 331-A:3; RSA 331-A:34

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Stefanie Zouzoua, dba A-Z Properties ("the Respondent"), agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Respondent Stefanie Zouzoua, dba A-Z Properties was doing rental management for a 6-unit property located at 93-95 Douglas Street, Manchester, New Hampshire for landlord client Thomas Nickels (who complained to the New Hampshire Real Estate Commission) from June, 2009 until the property was sold in February, 2012. Respondent Stefanie Zouzoua was not licensed as a real estate broker, and the trade name A-Z Properties was not registered with the Commission. Respondent Stefanie

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Zouzoua in her reply to the complaint admits to unlicensed brokerage activity and indicated that she was unaware of the licensing requirements in New Hampshire. Respondent Stefanie Zouzoua states she does property rentals in Massachusetts and property rentals on properties that she owns in New Hampshire; but Respondent Stefanie Zouzoua states that this was the only property in New Hampshire which she didn't own for which she was doing unlicensed rental brokerage.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of one-thousand dollars (\$1,000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within sixty (60) days of the effective date of this Settlement Agreement. The Respondent shall agree to Cease & Desist any and all real estate brokerage activity for properties located in the State of New Hampshire which requires a New Hampshire real estate license. If Respondent fails to agree with the Settlement Agreement, a Cease & Desist hearing shall be scheduled and the New Hampshire Real Estate Commission will follow up with the proper authorities for criminal prosecution.
4. The Respondents' failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.

5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made other than those terms and conditions expressly stated herein.
7. Respondent understands that entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondent certifies that she has read this document titled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing

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concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she waives these rights as they pertain to the misconduct described herein.

11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondents

I, Stefanie Zouzoua, dba A-Z Properties, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me and of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.



Dated: 02/14, 20 13

Stefanie Louzoua  
Stefanie Louzoua  
Respondent

On this 14 day of February A.D. 20 13  
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

JoAnn M Collupy  
Notary Public, State of New Hampshire  
My Commission Expires Dec. 08, 2015

JoAnn M Collupy  
Justice of the Peace/Notary Public

My commission expires:  
12/8/15

For the Commission

Dated: April 16<sup>th</sup>, 20 13

Beth A. Edes  
Beth A. Edes  
Executive Director  
of the NH Real Estate Commission

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APR 15 2013

NH REAL ESTATE COMMISSION

# Settlement Offer

1. A-Z Properties and Stefanie Zouzoua accept the original settlement agreement issued by the NH Real Estate Commission in December 2012 Submitted: 02/14/2013 File No: 2012-022

2. We hereby withdraw any previous addenda.

*Stefanie Zouzoua*  
Signature

State of: *New Hampshire*

County of: *Hillsborough*

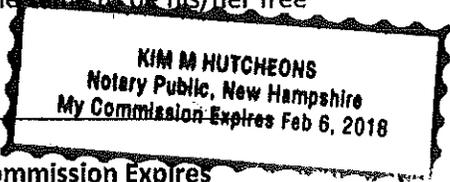
*THIS SECTION TO BE COMPLETED BY THE NOTARY ONLY.*

I, *Kim Hutcheons* a Notary Public, in and for the county aforesaid, do hereby certify that

*Stefanie Zouzoua* personally appeared before me in said county and is personally known to me as the person who executed the said deed, and acknowledge the same to be his/her free will and deed.

*Kim Hutcheons*

*4-12-13*



NOTARY (signature)

TODAY'S DATE

My Commission Expires

**NOTARY SEAL OR STAMP**